

# **EXHIBIT CCC**

## SECOND AMENDED AND RESTATED LOAN CONFIRMATION

This Second Amended and Restated Loan Confirmation (“**Second Amended and Restated Loan Confirmation**”) is made by and between Terraform Labs Limited (“**Lender**”), a British Virgin Islands company limited by shares, and Tai Mo Shan Limited (“**Borrower**”), a Cayman Islands exempted company, pursuant to that certain Master Loan Agreement by and between the Lender and Borrower (the “**Master Loan Agreement**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Master Loan Agreement.

Pursuant to the Master Loan Agreement, Lender hereby agrees to loan to Borrower, and Borrower hereby agrees to borrow from Lender, the quantity of Loaned VC specified below. The terms of this Loan are specified below and in the Master Loan Agreement. If there is any conflict between the terms of this Loan Confirmation and the Master Loan Agreement, the terms of this Loan Confirmation shall prevail.


This Second Amended and Restated Loan Confirmation amends and restates the Amended Loan Confirmation between the Parties dated April 1, 2020.

<b>Loaned VC</b>	65 million LUNA
<b>Loan Fee (interest)</b>	10,000 USDC (a flat fee; i.e., not annualized) payable within 7 calendar days after the date of this Second Amended and Restated Loan Confirmation
<b>Loan Term</b>	3 years from the Effective Date of this Second Amended and Restated Loan Confirmation
<b>Delivery Timing</b>	As of the date of this Second Amended and Restated Loan Confirmation, Lender has already delivered to Borrower 3,541,666 LUNA pursuant to the Amended and Restated Loan Confirmation. Lender shall deliver to Borrower the remaining 61,458,334 LUNA (the “ <b>Remaining Tokens</b> ”) as follows. <ol style="list-style-type: none"> <li>1. Lender shall deliver 4,800,000 LUNA no later than September 1,</li> <li>2. Thereafter, on a monthly basis: <ul style="list-style-type: none"> <li>• for the following 47 consecutive calendar months (i.e., October 2021 – August 2025),</li> <li>• starting with October 1, 2021,</li> <li>• no later than the first day of each such calendar month, Lender shall deliver 1,200,000 LUNA.</li> </ul> </li> <li>3. No later than September 1, 2025, Lender shall deliver the final 258,334 LUNA.</li> </ol>
<b>USD Repayment Right</b>	Borrower shall be entitled to repay all or any portion of the Loan Balance, whenever paid, in <u>either</u> the Loaned VC or USD. If Borrower chooses to pay in USD, then Borrower must pay the USD Repayment Price per VC owed. By mutual agreement, Borrower and Lender may agree to settle any USD payments using a US Dollar stablecoin.
<b>USD Repayment Price</b>	\$0.40

IN WITNESS WHEREOF, the Parties have caused this Amended and Restated Loan Confirmation to be executed and delivered effective as of 21 July 2021.

LENDER:

Terraform Labs Limited

By:  \_\_\_\_\_


Name: Do Kwan

Title: Founder

Date: 22 July 2021

BORROWER:

TAI MO SHAN LIMITED

By:  F \_\_\_\_\_

Name: Tak Fujishima

Title: Director

Date: 21 July 2021